

STATEWIDE COMPETITIVE CONTRACT  
AWARDSTATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING

NUMBER : 409375  
 BUYER : LONA GROS  
 BUYER PHONE : (225)342-8024  
 T-NUMBER : 91432  
 DATE ISSUED : 09/21/12  
 VENDOR NUMBER : 410852411 02  
 VENDOR PHONE : (877)287-8715-0000  
 REQ AGENCY : 107001

## OFFICE OF STATE PURCHASING

AGENCY REQ NO. :  
 ISIS REQ NO. : 1346763  
 FISCAL YEAR : 13  
 EFFECTIVE DATE : 10/01/12  
 EXPIRATION DATE : 09/30/13

TAYLOR CORPORATION  
 CURTIS 1000 INC  
 1725 BRECKINRIDGE PKWY  
 DULUTH, GA 30096

ENVELOPES, PLAIN (UNPRINTED), RECYCLED -  
WHITE WOVE STATEWIDE CONTRACT

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

Sandra G. Gillen  
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS		STATEWIDE COMPETITIVE CONTRACT	
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- 1 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.
  
- 2 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
  
- 3 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
  
- 4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.
  
- 5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
  
- 6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER SHOULD SUBMIT WITH THE BID A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
  
- 7 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.
  
- 8 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.
  
- 9 CANCELLATION  
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
  
- 10 CONTRACT PERFORMANCE EVALUATION

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IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF), OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

11 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

12 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.

13 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.

14 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

15 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

16 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.

THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED OTHERWISE BELOW:  SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 310-30-002850  ENVELOPES, PLAIN, #6-3/4(3-5/8" X 6-1/2") 24# WHITE WOVE, NO WINDOW, 500/BOX, 20% RECYCLED.	1	TH	\$ 29.75000	
00002	COMMODITY CODE: 310-30-002854  ENVELOPES, PLAIN, #9 (3-7/8" X 8-7/8") 24# WHITE WOVE, NO WINDOW, 500/BOX, 20% RECYCLED.	1	TH	\$ 16.68000	
00003	COMMODITY CODE: 310-30-002858  ENVELOPES, PLAIN, #9 (3-7/8" X 8-7/8") 24# WHITE WOVE, W/STANDARD WINDOW 500/BOX, 20% RECYCLED.	1	TH	\$ 25.67000	
00004	COMMODITY CODE: 310-30-002841  ENVELOPES, PLAIN, #10 (4-1/8" X 9-1/2") 24# WHITE WOVE, NO WINDOW, 500/BOX, 20% RECYCLED.	1	TH	\$ 16.00000	
00005	COMMODITY CODE: 310-30-002846  ENVELOPES, PLAIN, #10 (4-1/8" X 9-1/2") 24# WHITE WOVE W/STANDARD WINDOW, 500/BOX, 20% RECYCLED.	1	TH	\$ 18.95000	
00006	COMMODITY CODE: 310-30-002846  UPCHARGE FOR CORRUGATED INNER BOX TO HOLD 500 ENVELOPES/BOX. MUST BE ABLE TO STACK WITHOUT CRUSHING. DOUBLE FACE / SINGLE WALL, E-FLUTE CORRUGATED BOX, APPROXIMATELY 1/16 INCH THICK. THIS UPCHARGE INCLUDES PACKING, SEALING, AND MARKING PACKAGES AND SHIPPING BUNDLES OR CONTAINERS BY PRINTING, STENCILING OR LABELING WITH ENVELOPE SIZE, KIND AND QUANTITY (FORM NUMBER WHEN REQUIRED). ALL MATERIALS REQUIRED, INCLUDING SHIPPING CONTAINERS, ARE TO BE FURNISHED BY CONTRACTOR. THE COST OF SUCH MATERIALS IS INCLUDED IN THIS UPCHARGE. THIS CHARGE IS PER BOX.  THIS LINE FOR USE WITH LINES 00001 THROUGH 00005-WHITE WOVE RECYCLED ENVELOPES.	1	BOX	\$ 1.58000	

PLAIN (UNPRINTED) RECYCLED ENVELOPES  
SPECIAL CONDITIONS  
RECYCLED WHITE WOVE ENVELOPES

1. **RELEASE ORDERS:** All administrative boards, commissions, departments, agencies, institutions, and offices within the Executive Branch of State Government shall issue contract release orders for all items available through this contract. **The Contractor is not authorized to produce a job without first having obtained a written order from the State Agency.**
2. **DELIVERY:** Contractor will maintain an adequate supply of all items in order to meet specified delivery. All shipments shall be F.O.B. destination (inside delivery). All cost of transportation and inside delivery within any office or building as specified is included. The contractor shall ship by any reasonable method to insure prompt delivery at destinations.

A normal delivery is 10 days ARO. Should an agency require expedited shipment, whether on an order entered initially as a normal delivery, or whether above and beyond the delivery required to be provided by the contractor on a rush order, they will provide written authorization for the expedited delivery, and the contractor shall be responsible for the freight cost only to the extent of standard truck rates, and may be reimbursed for any amount exceeding this. Express charges shall be prepaid and the excess amount (exceeding standard truck rates) added to the invoice. This charge must be substantiated with a copy of the shipper's invoice and freight bill and an estimate of standard truck rates for the items shipped.

The contractor agrees to complete delivery the goods as specified promptly, satisfactorily and without unnecessary delay. The State of Louisiana reserves the right to determine what is an unnecessary delay and/or unsatisfactory goods. After fully hearing the reasons for delay in doing the work, the State of Louisiana, Office of State Purchasing may fix a definite date by which same must be completed and delivered. If goods are not satisfactorily delivered within the specified time, the State of Louisiana, Office of State Purchasing reserves the right to have items purchased elsewhere charging the contractor and excessive cost above contract pricing. Should it become necessary to purchase a contract item from another source other legal actions may occur and/or immediate cancellation of the contract could result.

3. **SUBLETTING CONTRACT:** The Contractor shall be held responsible for the work of any sub-contractor (s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all unnecessary priority over other work is given.

The Contractor shall not be relieved of any obligation to the State of Louisiana by any subletting of a contract in whole or in part to another.

4. **QUALITY OF WORKMANSHIP AND STOCK:** Representative of the State shall have access to the Contractor's plant at any time during working hours to inspect work in process. However, such inspection shall not relieve the Contractor from any responsibility under this agreement for material or workmanship found defective after delivery.

All articles furnished and work done must be of a first class quality. The use of inferior quality or mis-matched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish within a reasonable period of time those supplies named in the specifications unless a substitute is approved by the Office of State

Purchasing. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Substitutions made without the approval of the Office of State Purchasing will be grounds for non-payment for that particular job.

5. PRICING: Prices will be calculated at the rate bid per lot. In no case will a contractor be allowed to charge for more than the exact amount of any article ordered without the consent of the Office of State Purchasing except that under ordinary conditions an overrun or an underrun may be approved. Substitutes used without the consent of the Office of State Purchasing will not be approved for payment.
6. INVOICES: Invoices will be submitted by the contractor to the using agency, and invoice shall refer to the delivery ticket number, delivery date, purchase release order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form.
7. PAYMENT: State agencies are directed to pay contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. The user agency will be required to pay the amount of the invoice within thirty (30) days after its receipt. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to contractor, provided proper invoices have been furnished and approved, although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order.
8. CANCELLATION OF CONTRACT FOR CONVENIENCE: The State of Louisiana reserves the right to cancel the contract with contractor upon thirty (30) days written notice.
9. RESERVATIONS: The right shall be reserved by the Director of State Purchasing for all state departments, boards, and commissions, and any other state agency to which this contract applies to use state facilities for printing and similar work rather than purchasing under contract.
10. NON-EXCLUSIVITY CLAUSE: This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar services from other sources.
11. USAGE: Vendor is to keep a record of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period, vendor is to be prepared to submit to the Office of State Purchasing a contract usage report including a summary by line item with quantity purchased and total value of each line item. Vendor may submit a computer generated report.

SPECIFICATIONS  
PLAIN (UNPRINTED) ENVELOPES, WHITE WOVE  
RECYCLED WHITE WOVE ENVELOPES

I. Scope:

This contract is for furnishing unprinted white wove in styles, sizes, and weights as specified on each item.

The price per thousand for each item is to include the envelopes, standard packaging and shipping to one location.

Substance of all envelopes provided under this contract is to be 24 lb. white wove, (no window or standard window). Window envelopes are to have clear poly covering, ("E-Z scan" or equivalent).

Envelopes shall be made of recycled paper. The paper shall contain a minimum of 20% post-consumer recovered fiber. Post consumer fiber is paper from homes, offices, retail stores, schools and other institutions after it has been used for its intended purpose and discarded.

With regard to recycled items, this contract is intended to be in compliance with guidelines adopted by the Environmental Protection Agency under Resource Conservation and Recovery Act of 1976 (Public Law 94-580, 42 U.S.C. 6901 Et Seq.), the EPA's Comprehensive Procurement Guidelines (CPG) and LA Revised Statute 30:2415.

II. Upcharges

Listed below are descriptions of upcharges which, if applicable, would be charged in addition to the base price per thousand. Following is an explanation of these charges.

Line 00006: Special Boxing – When an agency requests inner boxing which is other than standard boxing for white wove envelopes, an upcharge may be allowed for corrugated inner boxing to hold 500 envelopes per box. Corrugated boxing must be able to stack without crushing. Corrugated boxes are to be double face/single wall, E-Flute which is approximately 1/16 inch thick. This upcharge shall include packing, sealing, and marking packages and shipping bundles or containers by printing, stenciling, or labeling with envelope size, kind and quantity (form number when required). All materials which will be required, including shipping containers, are to be furnished by the contractor. The cost of such materials is to be included in the upcharge. This charge is per box.

III. Envelope Description and Packaging

A. **White Wove Envelopes (Lines 00001 – 00005)**

Commercial Style, 24 lb. white wove, die-cut diagonal seam. **Envelopes must be inner boxed, 500 per box.** Bulk packaging is not acceptable. Each box must be labeled with manufacturer's name, envelope size, substance weight and quantity.

For all items: Inner boxes are to be placed in outer shipping cartons for minimum test weight of 200 lbs. The outer carton to be labeled with manufacturer's name, envelope size, substance weight and carton quantity.

**State Manufacturer of envelopes bid: Georgia**

By signing below, vendor hereby certifies that the envelopes bid for **White Wove Envelopes** contain at a minimum 20% post-consumer recovered fiber. Vendor also agrees to provide documentation/ literature of said certification, if requested, within seven (7) days of receipt.

Signature: \_\_\_\_\_ s/ on file

Print Name: \_\_\_\_\_ Rodger McDavid